

General Terms and Conditions for Deliveries and Services of Aumann Beelen GmbH

(Rev.: 7 June 2018)

1. Quotations and Conclusion of Contracts

- 1.1 The following Terms and Conditions shall apply to all offers and sales in particular of tools, assembly and production lines, special machinery and churning applications as well as other deliveries and services of Aumann Beelen GmbH (hereinafter called the "Supplier"). They shall also apply to all follow-up orders. Any terms and conditions of the Purchaser which deviate from these Terms and Conditions shall not become part of any contract even if such terms and conditions are not expressly rejected by the Supplier.
- 1.2 A contract shall come into existence only through the written order confirmation of the Supplier, even if the order was placed with a branch office or a representative.
- 1.3 Any subsidiary agreements or amendments to the contents of a contract shall only be effective if confirmed by the Supplier in writing. Any statement of dimensions, weights and other technical particulars as well as illustrations, descriptions and drawings of an item of delivery which are contained in literature, brochures, product descriptions and other documents of the Supplier shall only be deemed approximate unless expressly declared by the Supplier in writing in the order confirmation as being binding. (Offer) Quotation documents, drawings, samples and other similar information of a physical or non-physical nature shall be subject to the property right and / or copyright of the Supplier and must not be made accessible to any third party except with the Supplier's previous consent.
- 1.4 The Supplier reserves the right to make changes to the technical design or styling and shaping of an item of delivery even after conclusion of the Contract provided that such changes do not materially change the item of delivery and are not unreasonable for the customer.
- 1.5 The Purchaser shall be bound by his order for 4 weeks. This period shall begin to run upon receipt of the Purchaser's written order by the Supplier.

2. Prices

- 2.1 Except as otherwise agreed, the prices of the items of delivery are quoted ex works / warehouse, including loading onto the means of transport but not including costs of packaging, insurance or installation and assembly. The prices / any payments on account shall be subject to the addition of value added tax or customs duties at the statutory rate as well as any forwarding costs incurred. Where it has been agreed that delivery is to be effected more than 4 months after conclusion of contract, the Supplier's prices valid on the day of dispatch shall be charged.
- 2.2 Even in cases where delivery has been agreed carriage paid, transport shall be at the Purchaser's risk, unless otherwise agreed explicitly.

3. Terms of Payment

- 3.1 Except as otherwise agreed, payments shall be due in cash immediately after receipt of invoice, without any deduction, and shall be made free to Supplier's place of payment. Representatives or other sales personnel of the Supplier are not authorized to receive payment. The Supplier reserves the right to deliver replacement parts and accessories collect on delivery (COD).
- 3.2 In case of a failure to meet any specified deadline for payment, the customer shall be deemed to be in arrears without any reminder being necessary (Art. 286 Para. II BGB [German Civil Code]). In this case, the Supplier shall have the right pursuant to Art. 288 BGB to charge interest on arrears at a rate of 8% p.a. above the base interest rate (Art. 247, 288 II BGB) unless he can prove having sustained higher damage through arrears. Bills of exchange and cheques will only be accepted on account of payment. Where bills of exchange and cheques are drawn on secondary bank places, the Supplier shall not be liable for timely protest. All discount, bill and collection costs shall be borne by the Purchaser. Claims for defects relating to an item of delivery shall not entitle the Purchaser to withhold any due payments. The Purchaser must not withhold payment or make offset in respect of any of his counterclaims which are disputed or have not been finally and absolutely established at law.
- 3.3 If the Purchaser falls into arrears with an amount equivalent to at least 1/10 of the purchase price, the entire outstanding amount shall become due for payment immediately without any reminder or collection letter being necessary. If the Purchaser's own customer has himself paid for the item of delivery in whole or in part, the claim of the Supplier against the Purchaser shall to that extent become due for payment immediately. The same shall also apply if agreed bills of exchange or cheques are not drawn or honoured in good time as well as in the case of cessation of payments, petition for opening of bankruptcy proceedings against the Purchaser or foreclosure or levy of execution. If in the case of bankruptcy proceedings claims are reduced to a dividend, all claims to any agreed discounts or bonuses shall lapse.
- 3.4 If the Purchaser has been in arrears for more than 30 days to an amount of at least 1/10 of the purchase price, the Supplier may take back the item delivered at the Purchaser's charge while fixing an appropriate term until payment of the amount payable to secure his claims, if this is acceptable for the Purchaser, e.g. in case of items delivered which have only been stored, which have not been sold yet and which are not subject to any current use. The return must not be construed as a repudiation of contract by the Supplier. In case of return, a right of retention shall be excluded for the Purchaser.
- 3.5 In the event of any justified doubts about the Purchaser's solvency or creditworthiness, which are also indicated by the delay in payment, the Supplier shall be entitled – notwithstanding any other rights – to demand securities or advance payments for pending services or performances, to make all claims from the business relationship due for payment and to make an objection of uncertainty within the meaning of § 321, in conjunction with § 323 of the German Civil Code (BGB).

4. Time of Delivery

- 4.1 Delivery periods and dates shall be without engagement except where a definite time of delivery has been agreed. Lieferfristen und Termine sind freibleibend, sofern nicht eine bestimmte Lieferzeit vereinbart ist.
- 4.2 The observation of the time of delivery shall be subject to the correct and timely own delivery. Any delays becoming apparent shall be communicated by the Supplier as early as possible. The time of delivery shall be deemed to have been met if the item of delivery has left the Supplier's works / warehouse or the Supplier has advised of readiness for delivery by the end of such time or period. The period of performance in respect of deliveries or services acceptance of which is required shall be deemed met on advice of readiness for acceptance inspection. The time of delivery shall be reasonably extended in the event of any action in connection with labour disputes as well as on the occurrence of any unforeseen obstacles (e.g. interruption or disruption of business operations, embargoes, unavailability of transport, measures by official bodies) and in case of circumstances of a force majeure nature which are beyond the control of the Supplier, provided that such obstacles are demonstrably of significant influence on the completion or delivery of an item of delivery. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.
- 4.3 Compliance with a time or period of delivery shall be subject to the timely performance of contract and provision of assistance by the Purchaser, e.g. in respect of the provision of documents, calculations, load histograms, permits, approvals or the making of any agreed payment on account or the provision of any agreed security for payment. Acceptance by the Supplier of any subsequent changes to the scope of order shall likewise cause the time or period for delivery to be appropriately extended.
- 4.4 The Purchaser may repudiate the Contract without granting any period of notice if complete performance should become finally and absolutely impossible for the Supplier before the passing of risk. The Purchaser may likewise repudiate the Contract if, in case of an order, the performance of part of the Contract becomes finally and absolutely impossible and the Purchaser has a justified interest in rejecting a partial delivery. Otherwise, the Purchaser shall be committed to pay the purchase price attributable to the partial delivery. In all other respects, Fig. 9 of these Terms and Conditions shall apply.
- 4.5 Should the Supplier fall into arrears and the Purchaser suffer loss or damage as a result thereof, he shall have the right to claim a flat-rate compensation for delay. This rate shall be 0.5% for each week of delay, though altogether not more than 5% of the value of that part of the complete delivery which because of the delay cannot be used in good time or in accordance with the provisions of the Contract. If the Purchaser allows the Supplier who is in arrears a reasonable additional time for performance taking into account the exceptions allowed by law - and the Supplier fails to make performance within such time, the Purchaser shall have the right, subject to the provisions of law, to repudiate the Contract. He undertakes to explain, upon the Supplier's demand, within a reasonable period whether he will make use from his right to cancel the Contract.
- 4.6 If dispatch is delayed on the request of the Purchaser, the costs arising from storage, if storage is done at the Supplier's works, shall, commencing one month from advice of dispatch, be charged to the Purchaser, such charge to be at least 0.5% of the invoice amount for each month, unless the Purchaser is able to show that lower costs have been incurred.
- 4.7 The Supplier shall, however, have the right, after allowing a reasonable additional time and such time having elapsed, to dispose of the item of delivery elsewhere and to supply the Purchaser within a reasonably extended time.
- 4.8 Any further claims arising out of and in connection with a delay shall be excluded, unless otherwise provided for according to paragraph 9 hereof.
- 4.9 Weitergehende Ansprüche aus und im Zusammenhang mit einem Verzug sind ausgeschlossen, soweit sich nicht aus Ziff. 9 etwas anderes ergibt.

5. Transfer of Risk and Acceptance of Delivery

- 5.1 Delivery is effected ex works either by collection or acceptance or by dispatch. If the item of delivery is not collected and / or accepted by the Purchaser or an authorised representative of the Purchaser at the specified delivery date, the Supplier shall be deemed authorised to ship the item of delivery for the account and risk of the Purchaser. If the item of delivery is collected and / or accepted by the Purchaser or his authorised representative, the risk shall pass to the Purchaser upon such collection and / or acceptance. In case of shipment, the risk shall pass to the Purchaser as soon as the item of delivery has been handed by the Supplier to a carrier or forwarder even in cases where partial deliveries are made or the Supplier has agreed to provide additional performance, e.g. to bear the transport costs or to deliver and install the item of delivery.
- 5.2 If so requested by the Purchaser, the Supplier will insure the goods at the Purchaser's expense against theft, breakage, transport, fire and water damage as well as other insurable risks.
- 5.3 Should shipment or acceptance be delayed through reasons for which the Purchaser is responsible or through circumstances of force majeure nature, the risk shall pass to the Purchaser on the day of readiness for delivery or acceptance.
- 5.4 Delivered items shall, even if they have minor defects, be received or accepted by the Purchaser without prejudice to the rights pursuant to Fig. 8 of these Terms and Conditions.
- 5.5 The Supplier shall have the right to make partial delivery, if acceptable for the Purchaser.

6. Repudiation of Contract

The Supplier shall be entitled to cancel the Contract if, upon conclusion of the Contract, any circumstances having a substantial effect on the execution of a Contract have developed – without the Supplier having any possibility to take influence – in a way that the performance of the Contract becomes impossible or unacceptably complicated (e.g. a failure of delivery beyond the Supplier's responsibility but due to the sub-supplier's fault, or the possibility of delivery under very complicated conditions exclusively). Without prejudice to all claims for indemnity, the Supplier shall likewise be entitled to cancel the Contract if the Customer commits a serious violation of his contractual obligations, especially if the Purchaser is behind schedule of acceptance of delivery of the machine more than one month after advice of dispatch, or if he can reasonably be blamed for a violation of his duty to take care with respect to the treatment of the

item of delivery supplied, under reservation of title. Apart from that, the Supplier's and the Purchaser's right of cancellation shall be subject to the legal requirements.

7. Reservation of Title

- 7.1 The Supplier reserves title to all items of delivery until all claims, including future or conditional ones, of the Supplier against the Purchaser arising from the business relationship between them, including interest and costs, have been settled. This shall apply even if any or all claims of the Supplier are placed on a current account and a balance is drawn and recognised. The Supplier shall have the right to inspect and record items of delivery supplied under reservation of title and not yet paid for in full by the Purchaser at the Purchaser's plant during normal business hours.
- 7.2 In case of any conduct in breach of contract by the Purchaser, and in particular any delay in payment, the Supplier shall be entitled to cancel the Contract and to take back the conditional goods or to demand the assignment of the claims for possession against any third parties. The levy of execution of the conditional goods by the Supplier shall not be deemed as a cancellation of Contract. The application for an opening of insolvency proceedings on the assets of the Purchaser shall likewise entitle the Supplier to cancel the Contract and to demand immediate return of the item delivered.
- 7.3 The Purchaser may neither give the item of delivery in pledge nor assign it by way of security. In case of attachment or other such interference by third parties, the Purchaser shall be committed to notify the Supplier without delay. The reservation of title shall not be lifted by payments of third parties, and in particular not by payments of endorsers. To this extent, the rights of the Supplier shall pass to the paying party. The Purchaser shall be committed to insure the goods to which the Supplier reserves title adequately against fire, burglary, theft and water damage. Insurance claims are hereby already assigned to the Supplier in an amount equivalent to the value of the goods. The Supplier accepts this assignment.
- 7.4 The Purchaser shall be entitled to resell the item of delivery in the normal course of business and on such terms and conditions as correspond to these Terms and Conditions of Sale. Should he find himself in financial difficulties or should he have failed to settle his debts towards the Supplier, however, he may dispose of the items of delivery only with the express consent of the Supplier. Any disposal without such consent shall be ineffective unless such consent is subsequently given.
- 7.5 The Purchaser hereby assigns to the Supplier all claims or valuable considerations accruing to him from the sale or on other legal grounds in respect of the goods to which the Supplier reserves title. The Purchaser shall, notwithstanding such assignment, remain entitled to collect claims, but the Supplier shall also have the right to collect claims directly from the ultimate customer. The Supplier will avoid doing so, however, for as long as the Purchaser fulfils his obligations duly. The Supplier may demand that the Purchaser provide him with information on all assigned claims and the persons or parties by whom they are owed and with all other documents necessary for their collection. Such third-party debtors shall also, on the Supplier's request, be notified of the assignment (absolute assignment). If the item of delivery is resold together with other goods not belonging to the Supplier, the claim of the Purchaser against his customers shall be deemed assigned to the amount of the delivery price agreed between the Supplier and the Purchaser.
- 7.6 Processing by the Purchaser of items of delivery to which the Supplier reserves title shall always be done on the Supplier's behalf. If an item of delivery to which the Supplier reserves title is combined with other items not belonging to the Supplier, the Supplier shall have co-title to the new item so created in the same proportion as that between the value of the item of delivery to which the Supplier reserves title and the new item.
- 7.7 The Supplier undertakes to release securities to which he is entitled to the extent that their value exceeds by more than 20% the value of the claims secured thereby, insofar as such claims have not already been paid.
- 7.8 Despite the aforesaid reservation of title, the Purchaser shall nevertheless bear the risk of loss or deterioration of the delivered items.

8. Warranty

The Supplier gives warranty on the items of delivery in respect of material or quality defects or defects of title, as follows:

Material or quality defects (§ 434 of the German Civil Code, BGB):

- 8.1 If the items of delivery are intended for incorporation into machines and equipment of the Purchaser and have not been developed and / or designed by the Supplier for this purpose, the Supplier will give no warranty for sufficient suitability, strength or durability. In the absence of any agreement to the contrary, responsibility for the testing for suitability of the items of delivery for the Purchaser's purposes shall lie solely with the Purchaser. The following provisions shall only apply subject to the foregoing reservations. All items of delivery or parts thereof which prove defective due to a circumstance existing before the passing of risk have to be repaired or replaced according to the Supplier's choice. Any such defects have to be notified to the Supplier in writing immediately upon discovery.
- 8.2 After consultation with the Supplier, the Purchaser shall grant the Supplier the necessary time and opportunity to enable him to carry out all repairs or replacements as the Supplier may deem necessary. Should the Purchaser fail to do so, the Supplier shall be released from liability for any consequences arising there from. If the claim for defects should prove justified, the Supplier shall, of the costs arising through the repair or replacement, bear the costs of the replacement item including the costs of shipment within the Federal Republic of Germany as well as the reasonable costs for dismantling and fitting or for repair including reasonable transport costs within the Federal Republic of Germany in case of repair outside the Purchaser's workshop, except to the extent as may be otherwise agreed, and furthermore, if this can be reasonably be demanded in light of the circumstances of the individual case, the costs for any possibly required provision of specialist personnel of the Supplier. If any parts are incorporated within the framework of the repair work, the Purchaser may assert claims for defects of quality concerning those parts on the basis of the Contract for Supply of Goods only up to expiry of the original statutory period of limitation. Any replaced parts shall become the property of the Supplier.
- 8.3 The Purchaser shall be entitled, within the provisions of the applicable law, to cancel the Contract if the Supplier – while taking due account of the exceptions allowed by law – lets a reasonable period allowed to him for repair or replacement of a material or quality defect pass without making such allowed repair or replacement. In case of only minor defects, the Purchaser shall only have the right to claim a reduction in the purchase price. Otherwise, the right to reduce the purchase price shall be excluded.

- 8.4 In case of defects in essential products purchased from third parties (foreign products) and used by the Supplier in the item of delivery, the Supplier shall have the right to refer the Purchaser initially to the service organisation of the manufacturer concerned in respect of claims for repair or replacement, without this implying any limitation in the warranty given by the Supplier.
- 8.5 No warranty is given for evident defects (including wrong deliveries or quantity shortages) unless notified in writing by the Purchaser to the Supplier within 10 days from receipt of the item of delivery by the Purchaser or for damage which is caused by natural wear and tear, in particular to seals, insulations and springs, as well as by unsuitable or improper use, modifications or repairs not approved by the Supplier, faulty fitting or commissioning by the Purchaser or third parties, failure to comply with operating and maintenance instructions, use of unsuitable operating means or replacement parts which are not equivalent to original Aumann replacement parts, or biological, chemical, electrochemical or electrical influences and for which the Supplier is not responsible.
- 8.6 The sale of a used machine to the Purchaser who acts, at the time of the conclusion of the Contract, in the discharge of his commercial or independent professional activity (entrepreneur) shall be made while excluding any liability for defects of quality.
- 8.7 Nothing in this Contract shall affect the entitlement to further claims in case of acceptance of a guarantee or a procurement risk or the malicious non-disclosure of a defect, or to the extent as a liability based on compulsory legal provisions is applicable. Defects of title (§ 435 of the German Civil Code BGB) :

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- 8.8 If the use of the item of delivery leads to a violation of industrial property rights or of proprietary rights in the Federal Republic of Germany, the Supplier shall basically provide the Purchaser with the right – at his own expense – for the continued use of the item delivered or modify the item delivered in a way acceptable for the Purchaser, to the effect that the violation of industrial property rights does no longer persist. If this is not possible at economically reasonable conditions or within an appropriate period, the Purchaser shall be entitled to cancel the Contract. The Supplier shall likewise be entitled to cancel the Contract under the same circumstances. Moreover, the Supplier shall release the Purchaser from any undisputed or by force of law bindingly established claims of the corresponding owners on industrial property rights within parties' internal relationship ("inter partes").
- 8.9 Except as otherwise stipulated in paragraph 9 of these Terms and Conditions, the Supplier's obligations mentioned in paragraph 8.8 of these contractual provisions shall be deemed as finalized in case of any violation of industrial property rights or proprietary rights. They shall only be applicable if (a) the Purchaser advises the Supplier immediately of any industrial property rights or proprietary rights claimed; (b) the Purchaser supports the Supplier appropriately in defending the claims asserted and, if need be, makes it possible for the Supplier to realize the modifications according to paragraph 8.8. c) all defensive measures including extrajudicial regulations are reserved to the Supplier d) the defect of title is not based on an instruction by the Purchaser and (e) the infringement has not been caused by the fact that the Purchaser has modified the item delivered arbitrarily or has used it in a way not in conformity with the Contract.
- 8.10 **Limitation of liability**
Any further claims arising out of or in connection with defects of quality or legal imperfections in title shall be excluded, unless otherwise provided for according to paragraph 9 hereof.
- 8.11 **Guarantees on quality and durability (§ 443 of the German Civil Code) and other guarantees**
Guarantees on quality and durability or any other types of guarantees by the Supplier shall only be applicable if they have been explicitly identified and marked as such. The scope of the liability that has been accepted results from the contents of the statement of guarantee. In any other respect, the liability shall be subject to paragraph 9 hereof

9. Limitation of Liability

- 9.1 For all liability claims asserted by the Purchaser according to and in connection with the purchase order, the provisions of paragraphs 4 and 4 hereof shall prevail. Moreover, the Supplier shall be liable only on the basis of the provisions of this paragraph 9, unless the damages are damages to the item of delivery itself. Any further claims shall be excluded.
- 9.2 The Supplier has to bear unrestricted liability in case of (1) wrongful intent (ii) maliciously concealed defects or any other kind of malice, (iii) gross negligence by its owners, managing bodies (managing directors, members of the executive board, members of the supervisory board) or executive employees and in case of (iv) a culpable injury to the life, body or health of persons. The Supplier shall further be liable in case of defects in the subject matter of the Contract according to the rules of the Law on Product Liability and in case of personal damages and material damages to privately used items.
- 9.3 In case of any violations of duties, the performance of which will only make it possible to ensure the proper execution of the Contract and the observation of which the Purchaser may rely on regularly ("obligations essential to the Contract"), the Supplier shall likewise be liable in case of gross negligence committed by non-executive employees and by other vicarious agents. If any essential contractual obligations are violated just by a slight negligence, the liability shall be limited to the reasonably foreseeable damage typical to the Contract.
- 9.4 The personal liability of representatives, vicarious agents and employees of the Supplier shall be excluded for the damages they might have caused due to a slight negligence, except for injury to the life, body or health of persons.
- 9.5 To the extent as the damage is covered by an insurance contract (except for an insurance in terms of fixed sums / endowment insurance) concluded by the Purchaser for the damaging event, the Supplier shall exclusively be liable for any related disadvantages occurred to the Purchaser (e.g. higher insurance premiums, interest disadvantages, adjustment of claims by the insurance company).

10. Limitation

Limitations of claims by the Purchaser on new items of delivery shall become statute-barred if the Purchaser is an entrepreneur, within 12 months from surrender of the item of delivery to the final Purchaser at the earliest, but within 15 months from delivery to the Purchaser at the latest. Any further claims from the Purchaser – for whatever legal grounds, including claims from an acceptance of guarantee – shall become statute-barred within 12 months from the transfer of risk to the Purchaser. The statutory deadlines shall apply to claims for damages according to 9.2. ff. – except for those which originate from acceptance of a guarantee.

11. Use of Software and Proprietary Rights

Soweit im Lieferumfang Software, Schutzrechte, Know How oder sonstige gewerbliche oder geistige Schutzrechte enthalten ist, wird dem Besteller ein nicht ausschließliches Recht eingeräumt, diese einschließlich der Dokumentation, Zeichnungen und ähnlichen Informationen im Rahmen des vertraglichen Zwecks zu nutzen oder die Nutzung durch seinen Abnehmer im Zusammenhang mit dem dafür bestimmten Liefergegenstand und unter den nachfolgenden Bedingungen zu gestatten. Eine darüber hinausgehende Nutzung ist untersagt. Der Besteller darf diese Rechte nur im gesetzlich zulässigen Umfang (vgl. §§ 69a ff UrhG) vervielfältigen, überarbeiten, übersetzen oder Software vom Objektcode in den Quellcode umwandeln. Der Besteller verpflichtet sich, Herstellerangaben – insbesondere Copyright - Vermerke – nicht zu entfernen oder zu ändern. Alle sonstigen Rechte an der Software, Know How, Schutzrechten und den Dokumentationen einschließlich der Kopien bleiben beim Lieferer oder dem Softwarelieferanten. Der Besteller hat diese Verpflichtungen dem Endabnehmer des Liefergegenstandes aufzuerlegen. Als vertraulich gekennzeichnete Informationen dürfen nur im Rahmen des Vertragszwecks verwendet und Dritten nicht zugänglich gemacht werden.

12. Data Protection

The Supplier shall store, according to the provisions stipulated by data law, especially the BDSG (German Data Protection Act), individual-related data of the Purchaser or the end customer within the framework of the ordinary course of business, or will communicate, use, change and delete them. The information will be used for assistance services granted by the Supplier, in particular for the follow-up of cases of warranty and product monitoring. The accomplishment of surveys about customer satisfaction shall likewise form part of the customer assistance service.

13. Place of Performance and Legal Venue

- 13.1 The place of performance shall be the Supplier's place of business. The contractual relationship between the parties hereto shall be governed by the Law of the Federal Republic of Germany to the exclusion of the United Nations Convention on the International Sale of Goods of 11 April 1980.
- 13.2 All disputes arising out of the business relationship with merchants shall be filed, irrespective of the value of matter in dispute, with the Magistrate County Court at Münster (Landgericht Münster). This shall also be the legal venue for all bills of exchange –, cheque – and other documentary proceedings, arising in connection with the supply and / or service or performance provided. The Supplier shall be entitled to take legal action at the Purchaser's place of business as well. If the Purchaser has its place of business outside the Federal Republic of Germany, the Supplier as the plaintiff shall be entitled to bring the matter before a court of arbitration, which shall finally settle without recourse to the ordinary courts of law under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The language of the arbitration procedure shall be English. The place of the arbitral hearings shall be Düsseldorf, Germany.